

FREELANCE CONTRACT

1. 1. Parties

This Freelance Services Agreement (the "Agreement") is entered into on [EFFECTIVE DATE] between [FREELANCER NAME], located at [FREELANCER ADDRESS] (the "Freelancer"), and [CLIENT NAME], located at [CLIENT ADDRESS] (the "Client"). The Freelancer and the Client are referred to individually as a "Party" and together as the "Parties." Each Party represents that the individual signing below is authorized to do so. Notices under this Agreement are effective when sent to [FREELANCER EMAIL] and [CLIENT EMAIL] with confirmation of receipt.

2. 2. Project and Deliverables

The Freelancer will produce the following for the Client: [PROJECT DESCRIPTION] (the "Project"). The final deliverables are [DELIVERABLES LIST, e.g., source files, exported assets, written copy, documentation], delivered in [FILE FORMATS]. Anything not listed above, including additional concepts, formats, page counts, or platforms, is out of scope and will be quoted separately. The Freelancer will provide [NUMBER] initial concept or direction option(s) for the Client to choose from before production begins.

3. 3. Timeline and Client Responsibilities

The Project is scheduled to begin on [START DATE] and to be delivered by [DELIVERY DATE], based on the milestone schedule in Exhibit A. The Client will supply all required materials, access, brand assets, and content by [MATERIALS DUE DATE] and will respond to requests for feedback or approval within [FEEDBACK WINDOW, e.g., five business days]. Delays in materials, feedback, or approvals extend the delivery date by at least the length of the delay, and the Freelancer may reschedule remaining work around other committed projects. If the Client is unresponsive for more than [DORMANCY PERIOD, e.g., 21 days], the Project is considered dormant, all work completed to date becomes immediately invoiceable, and restarting may require a rescheduling fee of [RESTART FEE].

4. 4. Revisions and Approval

The fee includes [NUMBER] round(s) of revisions on the selected direction, where a round means one consolidated set of written feedback from the Client. Additional rounds, changes to an approved direction, or requests that expand the Project are billed at [REVISION RATE] and require written approval before the Freelancer proceeds. The Client will consolidate feedback from all internal stakeholders into a single response per round. A deliverable is considered accepted when the Client approves it in writing or when [ACCEPTANCE PERIOD, e.g., seven days] pass after delivery without written objection. Changes requested after acceptance are treated as new work.

5. 5. Fees, Deposit, and Payment Schedule

The total fee for the Project is [PROJECT FEE], payable as follows: a non-refundable deposit of [DEPOSIT AMOUNT OR PERCENTAGE] due on signing, [MILESTONE PAYMENT] due at [MILESTONE EVENT], and the balance due on delivery of the final files. The deposit reserves the calendar time for the Project and is credited against the total fee. Work does not begin until the deposit clears. Payment is made by [PAYMENT METHOD] to the account details on each invoice, and any processing or transfer fees charged to the Freelancer will be added to the invoice. All amounts are stated in [CURRENCY] and exclude any applicable sales or transaction taxes.

6. 6. Late Payments and Suspension of Work

Invoices are due within [PAYMENT TERM, e.g., 14 days] of the invoice date. Amounts not paid when due accrue a late charge of [LATE FEE PERCENTAGE] per month or the maximum permitted by applicable law, whichever is less. If any invoice is more than [SUSPENSION TRIGGER, e.g., 14 days] past due, the Freelancer may pause all work on the Project and withhold delivery of files until the account is current, without being in breach of this Agreement. The Client remains responsible for all reasonable collection costs and attorney fees incurred in recovering overdue amounts. Any dispute about an invoice must be raised in writing within [DISPUTE WINDOW, e.g., seven days], and undisputed amounts must still be paid on time.

7. 7. Expenses and Third-Party Costs

The fee does not include third-party costs such as stock photography, fonts, plugins, hosting, printing, paid software licenses, or travel. The Freelancer will identify anticipated third-party costs in advance, and the Client will either pay them directly or reimburse the Freelancer at cost against receipts. Any single third-party cost above [EXPENSE APPROVAL THRESHOLD] requires prior written approval from the Client. Licenses purchased in the name of the Client belong to the Client, and the Freelancer is not responsible for renewing them after delivery. Travel required by the Client will be billed at [TRAVEL RATE] plus reasonable documented costs.

8. 8. Cancellation and Kill Fee

The Client may cancel the Project at any time by giving written notice to the Freelancer. On cancellation, the Client will pay for all work completed through the cancellation date, will not receive a refund of the deposit, and will pay a kill fee of [KILL FEE PERCENTAGE] of the unbilled balance of the Project fee to compensate the Freelancer for reserved calendar time. If the Freelancer cancels for reasons other than a breach by the Client, the Freelancer will refund any prepaid amounts for work not performed and will deliver work completed to date. Ownership of any deliverable does not transfer for work that has not been paid for. Cancellation does not affect obligations that survive termination, including confidentiality and payment for work already performed.

9. 9. Independent Contractor Status

The Freelancer is an independent contractor and not an employee, partner, or agent of the Client. The Freelancer determines the hours, methods, location, and tools used to perform the work, and may take on other clients during the Project. The Freelancer is solely responsible for all income and self-employment taxes on amounts received and receives no employee benefits, paid leave, workers compensation, or unemployment coverage from the Client. Neither Party may enter into commitments on behalf of the other. The Freelancer may engage assistants or subcontractors at their own cost and remains responsible for their work and for their compliance with this Agreement.

10. 10. Ownership of Work and License

On receipt of full payment, the Freelancer assigns to the Client all right, title, and interest in the final deliverables approved and delivered under this Agreement, including the copyright in them. Until full payment is received, the Freelancer retains all rights and the Client has no license to publish, distribute, or use any deliverable. Concepts, drafts, and unused directions that the Client did not select remain the property of the Freelancer and may be reused or licensed elsewhere. The Freelancer keeps ownership of pre-existing templates, code, presets, brushes, and other tools used to create the deliverables, and grants the Client a perpetual, non-exclusive, royalty-free license to use them as embedded in the deliverables. Source or working files are included only if listed in Section 2 or purchased separately at [SOURCE FILE FEE].

11. 11. Portfolio Rights and Credit

The Freelancer may display the delivered work, including images, excerpts, and a description of the engagement, in a portfolio, website, social media account, awards submission, or case study. The Client may request a confidentiality hold by giving written notice, in which case the Freelancer will not publish the work until [EMBARGO DATE] or until the Client makes the work public, whichever comes first. The Freelancer will not disclose confidential business information, unreleased strategy, or performance figures in any portfolio use without written permission. The Client will provide a credit to the Freelancer where reasonably practical, in the form [CREDIT LINE]. Neither Party may use the trademarks or logo of the other outside the uses described in this section without written consent.

12. 12. Confidentiality

Each Party may receive non-public information from the other, including business plans, pricing, customer data, unreleased products, and internal documents (the "Confidential Information"). The receiving Party will keep that information confidential, will use it only for the Project, and will not share it except with people who need it for the Project and are under comparable obligations. These duties do not apply to information that is public through no fault of the receiving Party, was known before disclosure, is independently developed, or must be disclosed by law after reasonable notice to the other Party. The obligations continue for [CONFIDENTIALITY PERIOD, e.g., two years] after the Project ends. On request after delivery, each Party will return or delete the Confidential Information of the other, except for one archival copy kept for record-keeping.

13. 13. Warranties, Liability, and Indemnification

The Freelancer warrants that the work will be original, will be performed with professional skill and care, and will not knowingly infringe the rights of any third party. The Client warrants that all content, images, trademarks, and data it provides are owned or properly licensed and may lawfully be used in the Project. Except for that express warranty, the deliverables are provided without further warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose. Neither Party is liable for indirect, incidental, or consequential damages or lost profits, and the total liability of the Freelancer under this Agreement will not exceed the total fees paid by the Client for the Project. Each Party will defend and indemnify the other against third-party claims arising from its own breach of the warranties in this section, including claims that materials it supplied infringed the rights of a third party.

14. 14. Governing Law and Dispute Resolution

This Agreement is governed by the laws of the State of [GOVERNING STATE], without regard to conflict of laws principles. The Parties will first attempt to resolve any dispute through direct discussion for at least [NEGOTIATION PERIOD, e.g., 21 days] and then through non-binding mediation in [MEDIATION LOCATION]. If the dispute remains unresolved, it will be brought exclusively in the state or federal courts located in [VENUE COUNTY AND STATE]. The prevailing Party may recover reasonable attorney fees and costs. Neither Party is liable for delay caused by events beyond reasonable control, including illness, natural disasters, and extended outages of essential services.

15. 15. Entire Agreement and General Provisions

This Agreement, with its exhibits and any signed change orders, is the complete agreement between the Parties for the Project and supersedes all earlier proposals, quotes, and conversations. Amendments must be in writing and signed or acknowledged in writing by both Parties. Neither Party may assign this Agreement without the written consent of the other, except to a successor of substantially all of its business. If any provision is unenforceable, the

rest remains in force and the provision will be limited only as far as necessary. Failure to enforce a term at one time does not waive the right to enforce it later.

16. 16. Signatures

By signing below, both Parties confirm they have read and agree to this Agreement as of the Effective Date.

FREELANCER: [FREELANCER NAME]. Signature: _____. Printed Name:

[FREELANCER SIGNER NAME]. Date: [DATE]. CLIENT: [CLIENT NAME]. Signature:

_____. Printed Name: [CLIENT SIGNER NAME]. Title: [TITLE]. Date: [DATE]. This

Agreement may be executed in counterparts, and electronic or scanned signatures have the same force as originals.

17. Disclaimer

This template is provided for general informational purposes only and is not legal advice. Freelance arrangements differ by state, industry, and project type, and some terms such as non-refundable deposits and kill fees are treated differently depending on the jurisdiction. Review and adapt the language for your own situation, and consult a licensed attorney before using it for a high-value engagement. Downloading or using this template does not create an attorney-client relationship with ScanContract.

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